

ORDER FOR SUPPLIES OR SERVICES						Form Approved		Page 1 Of 22	
1. Contract/Purch Order No.		2. Delivery Order No.		3. Date Of Order		4. Requisition/Purch Request No.		5. Certified for National Defense Under DMS Reg 1 Priority DOA5	
DAAE20-00-P-0282				2000MAY30		SEE SCHEDULE			
6. Issued By			Code	7. Administered By (If other than 6)			Code	8. Delivery FOB	
TACOM-ROCK ISLAND AMSTA-LC-CAW-A VICKIE BUZZELL (309) 782-4650 ROCK ISLAND IL 61299-7630  EMAIL: BUZZELLV@RIA.ARMY.MIL			W52H09	DCMC NEW YORK FT WADSWORTH BLDG 120 207 NEW YORK AVE STATEN ISLAND NY 10305-5013			S3310A	<input type="checkbox"/> Dest <input checked="" type="checkbox"/> Other	
				SCD C      PAS NONE      ADP PT SC1012			(See Schedule if other)		
9. Contractor		Code	Facility Code		10. Deliver To FOB Point By (Date)			11. Mark If Business Is	
EAW ELECTRONICS SYSTEMS 231 HAWTHORNE AVE YONKERS NY 10705-1060		OMAK6							
					SEE SCHEDULE			<input type="checkbox"/> Small <input checked="" type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned	
					12. Discount Terms				
					13. Mail Invoices To    See Block 15				
14. Ship To			Code	15. Payment Will Be Made By			Code	Mark All Packages And Papers With Contract Or Order Number	
SEE SCHEDULE				DFAS-COLUMBUS CENTER DFAS-CO-JNB/BUNKER HILL P O BOX 182077 COLUMBUS OH 43218-2077			SC1016		
16. T O Y R P D E E R O F		Delivery	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.						
		X	Reference your <input type="checkbox"/> Oral; <input checked="" type="checkbox"/> Written Quotation    DAAE2000T0091    , Dated    2000MAR15 furnish the following on terms specified herein.						
			Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.						
		Name Of Contractor		Signature		Typed Name And Title		Date Signed	
		<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE    SEE SCHEDULE									
18. Item No.	19. Schedule Of Supplies/Service			20. Quantity Ordered/ Accepted*	21. Unit	22. Unit Price	23. Amount		
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price								
	KIND OF CONTRACT: Supply Contracts and Priced Orders								
* If quantity accepted by the Government is same quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. United States Of America  By: JUDY BECHTLER-HOLZER BECHTLER-HOLZERJ@RIA.ARMY.MIL (309) 782-8530			25. Total	\$16,710.20	
							29. Differences		
26. Quantity In Column 20 Has Been					27. Ship. No.	28. D.O. Voucher No.	30. Initials		
<input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted  _____ Date      _____ Signature Of Authorized Govt Representative					<input type="checkbox"/> Partial <input type="checkbox"/> Final	32. Paid By	33. Amount Verified Correct For		
					31. Payment				
36. I certify this account is correct and proper for payment  _____ Date      _____ Signature And Title Of Certifying Officer					<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Check Number		
35. Bill Of Lading No.									
37. Received At		38. Received By		39. Date Received		40. Total Containers		41. S/R Account No.	
								42. S/R Voucher No.	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-00-P-0282 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 22
<b>Name of Offeror or Contractor:</b> EAW ELECTRONICS SYSTEMS		

SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1            HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		
(AA7020)		

2	52-201-4501            NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
	TACOM-RI	
a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.		
b. If you think that this solicitation:		
1. has inappropriate requirements; or		
2. needs streamlining; or		
3. should be changed		
you should first contact the buyer or the Procurement Contracting Officer (PCO).		
c. The buyer's name, phone number and address are on the cover page of this solicitation.		
d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:		
U.S. Army TACOM-RI AMSTA-CM-CR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3223 Electronic Mail Address: AMSTA-CM-CR@ria.army.mil		
e. If you contact the Ombudsman, please provide him with the following information:		
(1) TACOM-RI solicitation number;		
(2) Name of PCO;		
(3) Problem description;		
(4) Summary of your discussions with the buyer/PCO.		
(End of clause)		

(AS7006)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 22
	PIIN/SIIN DAAE20-00-P-0282	MOD/AMD	
Name of Offeror or Contractor: EAW ELECTRONICS SYSTEMS			

3            52.210-4516            COMMERCIAL EQUIVALENT ITEM(S)            JUN/1998  
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4            52.211-4506            INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL            DEC/1997  
TACOM-RI            SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL	LOCATION OF	FACILITY	ACO
	SPEC/STANDARD	REQUIREMENT		
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-P-0282 MOD/AMD	Page 4 of 22
Name of Offeror or Contractor: EAW ELECTRONICS SYSTEMS		

5            52.215-4503            NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED            APR/1999  
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6            52.233-4503            AMC-LEVEL PROTEST PROGRAM            JUN/1998  
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-P-0282MOD/AMD	Page 5 of 22
Name of Offeror or Contractor: EAW ELECTRONICS SYSTEMS		

752.246-4538CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2JUN/1998  
TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

- 1. Request your quote remain valid for 90 days.
- 2. Please provide your DUNS Number \_\_\_\_\_.
- 2. Please provide your CAGE or FSCM code \_\_\_\_\_.

- \*\*\* END OF NARRATIVE A001 \*\*\*
- 1. THE PURPOSE OF THIS AMENDMENT IS TO EXTEND THE RFQ DAAE20-00-T-0091 FROM 14 APR 00 TO 28 APR 00.
  - 2. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A002 \*\*\*

THE PURPOSE OF THIS AMENDMENT IS TO:

- A. ADD THE FOLLOWING TO THE SECTION C (CLAUSE CS6100):
- IN TDP 11737824:
- DELETE DRAWING 11745413 (3 SHEETS)
- DELETE DRAWING 11745442 (7 SHEETS)
- ON DRAWING 11737824:
- DELETE NOTE 5. "APPLY PER A11745413"

- B. EXTEND THE OPENING DATE TO 05 MAY 00.
- ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A003 \*\*\*

CONTRACTOR'S TAXPAYER ID NUMBER IS 13-3508206.

\*\*\* END OF NARRATIVE A004 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-P-0282 MOD/AMD	Page 6 of 22
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Name of Offeror or Contractor: EAW ELECTRONICS SYSTEMS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 4931-01-010-0162 NOUN: ELECTRONIC UNIT,LAS FSCM: 19200 PART NR: 11737824 SECURITY CLASS: Unclassified PRON: M101A099M1 PRON AMD: 01 ACRN: AA AMS CD: 070011</p> <p><u>Packaging and Marking</u> Contractor's are directed to refer to Section D of this solicitation for Packaging and Marking requirements.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H090143H601 W25G1U J 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 26 26-SEP-2000</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W25G1U) TRANSPORTATION OFFICER NEW CUMBERLAND ARMY DEPOT ATTN: SDSNC-TT NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-00-P-0282/0000</p>	26	EA	\$ 642.70000	\$ 16,710.20
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u></p> <p>NOUN: DD FORM 1423 SECURITY CLASS: Unclassified Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p>				

Name of Offeror or Contractor: EAW ELECTRONICS SYSTEMS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>(End of narrative B001)</div> <div><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</div>				

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 8 of 22
	PIIN/SIIN DAAE20-00-P-0282	MOD/AMD	

Name of Offeror or Contractor: EAW ELECTRONICS SYSTEMS

	Regulatory Cite	Title	Date
1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

None unless entered by the Contracting Officer at the time of award.

(BA6701)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-P-0282 <b>MOD/AMD</b>	<b>Page</b> 9 <b>of</b> 22
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**Name of Offeror or Contractor:** EAW ELECTRONICS SYSTEMS

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 11737824 with revisions in effect as of 08 Jan 97 (except as follows):

See Attachment 003

(CS6100)

2	52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
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(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, "Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances".

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

3	52.248-4502 TACOM-RI	CONFIGURATION MANAGEMENT DATA INTERFACES	MAR/1999
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The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with Table DIP4-1 of MIL-STD-2549. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.

These documents shall be submitted on the WWW via the Engineering Changes At Light Speed (ECALS) Worldwide Web page and in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation,

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-00-P-0282 <b>MOD/AMD</b>	<b>Page</b> 10 <b>of</b> 22
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**Name of Offeror or Contractor:** EAW ELECTRONICS SYSTEMS

regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7108)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 11 of 22
	PIIN/SIIN DAAE20-00-P-0282	MOD/AMD	
Name of Offeror or Contractor: EAW ELECTRONICS SYSTEMS			

PACKAGING AND MARKING

	Regulatory Cite	Title	Date
1	52.211-4501 TACOM-RI	PACKAGING REQUIREMENTS	SEP/1997

(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction P11737824, revision A, dated 11 Dec 96. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 1 Oct 96.

(b) Marking shall be in accordance with MIL-STD-129, ''Standard Practice for Military Marking,'' revision N, dated 15 May 97. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION:

(End of clause)

(DS6400)

2	52.247-4521 TACOM-RI	UNITIZATION/PALLETIZATION	JUL/1998
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Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-00-P-0282 <b>MOD/AMD</b>	<b>Page 12 of 22</b>
<b>Name of Offeror or Contractor:</b> EAW ELECTRONICS SYSTEMS		

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/                      or                      www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
2	52.246-4025 TACOM-RI	HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT	OCT/1997

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (1) international quality standards such as ISO 9003, or (2) military, or (3) commercial, or (4) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- ( ) ISO 9001
- ( ) ISO 9002
- ( ) ISO 9003
- ( ) QS 9000
- ( ) ANSI/ASQ Q9001
- ( ) ANSI/ASQ Q9002
- ( ) ANSI/ASQ Q9003
- ( ) Other, specifically \_\_\_\_\_

NOTE: If you check the "other" block because you intend to use an in-house quality system, or one based on a commercial national or international standard not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "other", you must attach a description of this system to your offer in response to the solicitation, so we can assess its suitability. If you receive a contract award, your proposed quality system will be required by the contract.

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of Clause)

(ES7443)

3	52.246-4528 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
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a. Rework and Repair are defined as follows:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-00-P-0282 <b>MOD/AMD</b>	<b>Page 13 of 22</b>
<b>Name of Offeror or Contractor:</b> EAW ELECTRONICS SYSTEMS		

- (1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
- (2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-00-P-0282 <b>MOD/AMD</b>	<b>Page 14 of 22</b>
<b>Name of Offeror or Contractor:</b> EAW ELECTRONICS SYSTEMS		

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/      or      www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-15	STOP-WORK ORDER	AUG/1989
2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
4	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

5	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
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(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
- (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

Name of Offeror or Contractor: EAW ELECTRONICS SYSTEMS

CONTRACT ADMINISTRATION DATA

								JOB		
LINE	PRON/	OBLG						ORDER	ACCOUNTING	OBLIGATED
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AA	M101A099M1	AA	2	97	X4930AC6G	6D	26FB	S11116	W52H09	\$ 16,710.20
070011										
									TOTAL	\$ 16,710.20
SERVICE								ACCOUNTING	OBLIGATED	
<u>NAME</u>	<u>TOTAL BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>					<u>STATION</u>	<u>AMOUNT</u>	
Army	AA		97	X4930AC6G	6D	26FB	S11116	W52H09	\$ 16,710.20	
									TOTAL	\$ 16,710.20

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-P-0282 MOD/AMD	Page 16 of 22
Name of Offeror or Contractor: EAW ELECTRONICS SYSTEMS		

SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/      or      www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	Regulatory Cite	Title	Date
1	52.246-4500 TACOM-RI	DELETED 15 MAY 00, REPLACED BY HS6510 -- MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	MAR/1988

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

- Purchasing Office

U.S. Tank-automotive and Armaments Command, Rock Island

ATTN: AMSTA-LC-CAW-A/Vickie Buzzell

Rock Island, IL 61299-7630

2. FMS/MAP copies:

N/A

(End of clause)

(HS6502)

2	252.217-7026 DFARS	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995
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(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line Items (1)	National Stock Number (2)	Commercial Item (Y or N) (3)	Source of Supply Company (4)	Address (4)	Part No. (5)	Actual Mfg (6)
_____	_____	_____	_____	_____	_____	_____

(1) List each deliverable item of supply and item of technical data.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-00-P-0282 <b>MOD/AMD</b>	<b>Page 17 of 22</b>
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**Name of Offeror or Contractor:** EAW ELECTRONICS SYSTEMS

- (2) If there is no national stock number, list 'none.'
- (3) Use 'Y' if the item is a commercial item; otherwise, use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

**NOTE:**

- a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).
- b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

- |   |                         |                            |          |
|---|-------------------------|----------------------------|----------|
| 3 | 52.239-4500<br>TACOM-RI | YEAR 2000 (Y2K) COMPLIANCE | NOV/1998 |
|---|-------------------------|----------------------------|----------|
- a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.
- b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

- |   |                         |  |          |
|---|-------------------------|--|----------|
| 4 | 52.247-4545<br>TACOM-RI | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993 |
|---|-------------------------|--|----------|

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-00-P-0282 <b>MOD/AMD</b>	<b>Page 18 of 22</b>
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**Name of Offeror or Contractor:** EAW ELECTRONICS SYSTEMS

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-P-0282 MOD/AMD	Page 19 of 22
Name of Offeror or Contractor: EAW ELECTRONICS SYSTEMS		

CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	Regulatory Cite	Title	Date
1	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
2	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
3	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
4	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
5	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
6	52.223-6	DRUG-FREE WORKPLACE	JAN/1997
7	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
8	52.243-1	CHANGES - FIXED PRICE	AUG/1987
9	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
10	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
11	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
12	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
13	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
14	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
15	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	AUG/1998
16	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
17	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
18	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
19	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
20	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	JUN/2000

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>  
or  
[www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

21	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-P-0282 MOD/AMD	Page 20 of 22
Name of Offeror or Contractor: EAW ELECTRONICS SYSTEMS		

Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

22 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

23 52.245-9 USE AND CHARGES (DEVIATION) APR/1984

(a) Definitions.

As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-P-0282 MOD/AMD	Page 21 of 22
Name of Offeror or Contractor: EAW ELECTRONICS SYSTEMS		

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

24 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-00-P-0282 <b>MOD/AMD</b>	<b>Page 22 of 22</b>
<b>Name of Offeror or Contractor:</b> EAW ELECTRONICS SYSTEMS		

LIST OF ATTACHMENTS

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of	<u>Title</u>	<u>Date</u>	Number <u>of Pages</u>
<u>Addenda</u>			
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)